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October 31, 2024

VIA ECF

The Honorable Valerie Figueredo
Daniel Patrick Moynihan
United States Courthouse, S.D.N.Y.
500 Pearl Street
New York, NY 10007

RE: *Vinci Brands, LLC v. Coach, Inc., et al.*, Civil Action No. 1:23-cv-05138-LGS
Case Mate's Letter Motion to Seal

Dear Judge Figueredo:

Pursuant to Rule I.g.2 of Your Honor's Individual Practices in Civil Cases, Case-Mate, Inc. ("Case-Mate") respectfully requests Your Honor's approval to file under seal Case-Mate's Answer to Vinci's Third Amended Complaint, including Exhibits 1–4. [ECF 597]

Case-Mate seeks to seal the Answer and Exhibits 1–4 because the Answer quotes from, relies upon, and attaches documents the parties marked in discovery as either "Confidential" or "Highly Confidential – Attorney Eyes Only" under the Stipulation and Confidentiality Agreement and Order [ECF 233] (the "Confidentiality Stipulation"). As to Exhibit 4, which is the Loan Sale Agreement, Case-Mate marked it as Highly Confidential – Attorneys' Eyes Only at the outset of discovery. Although Case-Mate hereby reclassifies it as "Confidential," it should remain sealed as it was also marked as Confidential by Siena, a non-party to this suit. The Loan Sale Agreement contains non-public information regarding a confidential business transaction between Case-Mate and Siena. Release of this information could be harmful to Siena, which is in the business of making and selling loans.

To ensure its compliance with the Confidentiality Stipulation, the Answer with Exhibits 1–4 are submitted with this Letter Motion to Seal for the Court's consideration.

We thank the Court for its attention to this matter.

Respectfully submitted,

/s/ Erika C. Birg
Erika C. Birg (Counsel for Case-Mate, Inc.)

MEMO ENDORSED

HON. VALERIE FIGUEREDO
UNITED STATES MAGISTRATE JUDGE

Dated: 11/1/24

Case-Mate's motion to seal Exhibit 4 is GRANTED, given representation that disclosure of the information contained in the Loan Sale Agreement could be harmful to Siena's business. See Louis Vuitton v. Sunny Merchandise Corp., 97 F. Supp. 3d 485, 511 (S.D.N.Y. 2015) (granting motion to seal where proposed redactions were limited to "specific business information and strategies, which, if revealed, may provide valuable insights into a company's current business practices that a competitor would seek to exploit"). Parties interested in permanently sealing Exhibits 1-3 of Case-Mate's answer at ECF No. 599 are directed to move to seal, making a showing under Lugosch v. Pyramid Co. of Onondaga, 435 F. 3d 110 (2d Cir. 2006) by **Friday, November 22, 2024**. The Clerk of Court is respectfully directed to terminate the motion at ECF No. 598.